

*Contract no. 1296*

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AGREEMENT

BETWEEN THE

CARLSTADT BOARD OF EDUCATION

AND THE

CARLSTADT PRINCIPALS ASSOCIATION

FOR THE

1992-93, 1993-94 AND 1994-95 SCHOOL YEARS

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## PREAMBLE

This agreement entered into this 4th, day of May, 1992 between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Principals Association hereinafter called the "Association."

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all principals.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a successor agreement in a good faith effort to reach agreement. When a contract is reached, it shall apply to all for whom the Association is authorized to negotiate, be reduced to writing, ratified and adopted by both parties, and signed by authorized representatives of both parties.

B. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations. Final contract must be ratified and adopted by both parties before signing of contract.

## ARTICLE III

### GRIEVANCE PROCEDURE

A.1. A grievance is a claim by a member or the Association based upon the interpretation, application, or violation of this agreement, policies or

administrative decisions and practices directly affecting the working condition of a principal.

2. An "aggrieved person" is the person or persons or the Association making the claim.

3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew a contract of a non-tenure member.

b. In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

B. A grievance must be filed within thirty (30) calendar days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.

C. Any member shall have the right to present a grievance through the process described in the following steps. The aggrieved person shall have the right to present an appeal or to designate representatives of the Association or select another person to appear with him/her or for him/her at any step in the appeal.

D. No reprisals shall be taken, by either party, against any participants in a grievance.

Step 1. An individual member, or Association, who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. If the problem is not resolved to the satisfaction of the individual member, or the Association, within ten (10) school days after the conclusion of the discussion, the aggrieved person shall proceed to Step 2.

Step 2. If the grievance is not resolved or a decision rendered to the satisfaction of the aggrieved person, that person shall file, within five (5) school days, a written grievance with the Superintendent of Schools. The written grievance shall specify:

- a. The nature of the grievance, citing specific instance and persons involved.
- b. The results of the previous discussion.
- c. The basis of dissatisfaction with the determination.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. He shall then have fifteen (15) school days to render his decision after the grievance is presented to him.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within ten (10) school days.

Step 3. If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 45 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

The final decision on any grievance shall be at Step 3 of this grievance procedure, except a grievance that is an alleged violation, misinterpretation or misapplication of the language of this agreement.

Step 4. If the aggrieved person is not satisfied with the decision at Step 3, and if the grievance is an alleged violation, misinterpretation or misapplication of the language of this agreement, the aggrieved person shall have the right to request, in writing through the Association, non-binding arbitration within ten (10) days of the decision rendered in Step 3.

If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 days, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 days from the date of the receipt of the decision.

Decisions rendered in all steps of this grievance procedure shall be in writing, except Step 1.

All costs for the services of the arbitrator shall be shared equally by the Board and the Association.

ARTICLE IV

SALARIES

A. The salaries of the members are set forth in the salary guide for the 1992-93, 1993-94 and 1994-95 school years in Schedule "A" attached.

B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.

C. Principals shall be paid in twenty-four (24) semi-monthly installments.

D. Members may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in South Bergen Federal Credit Union, 61-63 Morris Avenue, Garfield, New Jersey.

Deduction forms shall be filed with the Secretary of the Board at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change. Payroll deductions for each employee shall be computed in accordance with the base pay.

E. Members may individually elect to have any legal portion of the monthly salary deducted for participation in one or more mutually agreed upon Tax Deferred Annuity Plan(s) handled by one mutually agreed upon agent.

Deduction forms shall be filed with the Board Secretary at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change.

F. A longevity stipend of \$1,500 will be provided for any member completing twenty (20) years of service in the Carlstadt Public Schools.

G. An additional longevity stipend of \$500 will be provided for any member completing twenty-five (25) years of service in the Carlstadt Public Schools.

H. When payday falls on or during a school holiday, vacation or weekend, members shall receive their pay checks prior to the non-working day or days.

#### ARTICLE V

##### VOLUNTARY TRANSFERS

A. Members who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools. Such statement shall include school or schools to which a member desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted no later than March 30.

B. The determination of requests for voluntary transfers shall remain the sole discretion of the Board.

#### ARTICLE VI

##### SICK LEAVE

A. All principals shall be entitled to twelve (12) accumulated sick leave days each school year.

B. Members who have used all their accumulated sick leave, will have their case reviewed by the Board for possible merited extension.

C. Members shall be given a written statement of accumulated unused sick leave days as of September.

#### ARTICLE VII

##### TEMPORARY LEAVES OF ABSENCE

A. Principals shall be entitled to the following temporary non-accumulative leaves of absence, with pay, each school year.

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family.
2. One (1) day leave for day of funeral of any other relative.
3. Up to seven (7) days per school year may be granted by the Superintendent of Schools for personal matters that cannot be conducted on other than school hours.

## ARTICLE VIII

### VACATIONS AND HOLIDAYS

- A. The principals shall be entitled to twenty (20) vacation days per year.
- B. In addition to Independence and Labor Day, the principals shall be granted all holidays provided for the instructional staff provided all work is completed. If a holiday falls on a weekend, the day prior or subsequent to the weekend shall be provided in lieu of the weekend holiday. Legal holidays shall not be considered as vacation days.

## ARTICLE IX

### INSURANCE PROTECTION

- A. The Board shall provide to the principals the insurance protection designed below:

1. Payment of 100% of New Jersey Public and School Employees Health Benefit Plan on a single or family contract, whichever is appropriate.
2. Payment of 100% for family coverage in the Delta Dental Plan of New Jersey, Inc.. The plan includes payment of 100% for Preventive, Diagnostic and Basic Services and 50% for Prosthetic and Orthodontic services, with a limit of \$1,000 benefit for orthodontic services.

3. Payment of 100% for contributory life insurance coverage provided by the New Jersey Teachers Pension and Annuity Fund.

## ARTICLE X

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board will permit the granting of credits for undergraduate and graduate level courses which have been submitted to the Superintendent in writing and have received his approval in writing.

B. The Board will permit an educational refund for a maximum of \$1,200 per year. This refund shall be granted in lieu of one workshop and/or convention as described below. This educational refund will be granted if:

1. Courses are approved as prescribed in A above;
2. Grade for course must be "B" or better;
3. Copy of tuition payment receipt, grade and course transcript must be submitted to the Superintendent for approval and recommendation for refund.

## ARTICLE XI

### CONVENTIONS AND WORKSHOPS

The Board shall provide for the following conventions and workshops:

National Association of Elementary School Principals Convention  
4 days - Reimbursement \$225 per diem.

New Jersey Education Association Convention  
3 days - Reimbursement \$200 per diem.

Summer Workshops sponsored by Association for Supervision and Curriculum Development and/or the National Association of Elementary School Principals  
4 days - Reimbursement \$225 per diem

There will be a limitation of 2 conventions or 2 workshops or 1 convention and 1 workshop per year for each principal. All workshops must be approved by the Superintendent.

Additionally, no more than two principals may be absent from the district for a convention or workshop at the same time when school is in session.

The registration fee for all the conferences, conventions and/or workshops, mentioned above, will be paid by the Board.

Transportation costs for national conventions shall be borne by the Board for the cost of Coach air fare.

#### ARTICLE XII

##### PROFESSIONAL ORGANIZATIONS

The Board recognizes the value of professional organizations and agrees to pay the annual dues of principals for the following professional organizations:

Bergen County Principals and Supervisors Association

New Jersey Principals and Supervisors Association

National Association of Elementary School Principals

#### ARTICLE XIII

##### PROFESSIONAL ETHICS

A. It is recognized that the need for continued and uninterrupted operation of the school district is of paramount importance and that there should be no interference with such operation.

B. The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The

Association agrees that such action will constitute a material breach of this Agreement.

C. The Association further agrees that it will not engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the school district.

D. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any association member shall entitle the Board to deem such activity as grounds for termination of employment of such member, subject, however, to the application of the Teacher Tenure Hearing Law.

#### ARTICLE XIV

##### BOARD RIGHTS AND RESPONSIBILITIES

A. Subject to the express provisions of this agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The management and administrative control of the operation of the school district and its properties and facilities and activities of its employees;

2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause;

4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and material used for instruction;

5. To determine the methods, means and personnel by which the district operations are conducted;

6. To determine the content of job qualifications and duties;

7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies;

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R. S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations.

#### ARTICLE XV

##### MISCELLANEOUS PROVISIONS

Principals will be entitled to petty cash reimbursement for dinner money on evenings when required to attend Board or committee meetings at the request of the Superintendent or committee chairperson and with approval of the Board President.

## ARTICLE XVI

### ATTENDANCE INCENTIVE

To provide an incentive, the Principals shall receive an incentive stipend as follows:

Perfect attendance - \$600

1-3 days absence - \$400

B. Definition - Perfect attendance is defined as being present for all workdays, as shown in Article XVIII of this Agreement, excluding death in the immediate family, as shown in Article VII, paragraph A.1 and funeral of other relatives as shown in paragraph A.2 of this Agreement, or any professional improvement days approved by the Board to attend conferences and/or workshops and vacation days.

A completed voucher must be submitted to the Board Secretary by June 30. Failure to submit a properly executed voucher by this day shall constitute a waiver of the stipend. A separate check will be issued to the employee on July 15 of the subsequent school year.

## ARTICLE XVII

### FULLY BARGAINED PROVISIONS

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

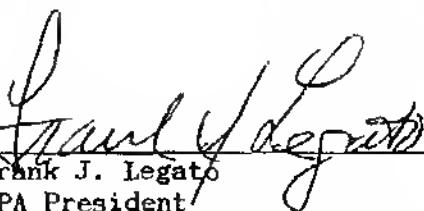
WORK YEAR AND DURATION OF AGREEMENT

A. All principals shall have a work year of twelve (12) months.

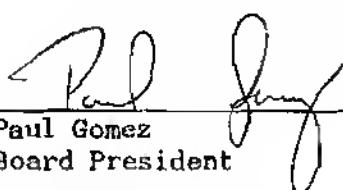
B. This agreement shall be effective for a term of three (3) years commencing on the first day of July, 1992.

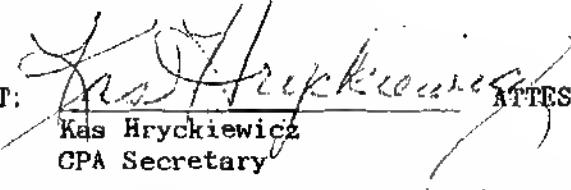
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

THE CARLSTADT PRINCIPALS ASSOCIATION

  
\_\_\_\_\_  
Frank J. Legato  
CPA President

THE BOARD OF EDUCATION OF THE  
BOROUGH OF CARLSTADT

  
\_\_\_\_\_  
Paul Gomez  
Board President

ATTEST:   
\_\_\_\_\_  
Kas Hryckiewicz  
CPA Secretary

ATTEST:   
\_\_\_\_\_  
Paul Stabile  
Board Secretary

This agreement was approved by vote of the Board of Education at a public meeting duly held on May 4, 1992, and has been made a part of the minutes of that meeting.

## SCHEDULE "A"

SALARY GUIDES1992-93

<u>Step</u>	<u>Elementary</u>	<u>Middle School</u>
1	\$ 72,468	\$ 73,968
2	75,000	76,500
3	77,534	79,034
4	80,072	81,572

1993-94Step

1	\$ 77,033	\$78,533
2	79,725	81,225
3	82,419	83,919
4	85,117	86,617

1994-95Step

1	\$ 81,886	\$83,386
2	84,748	86,248
3	87,611	89,111
4	90,479	91,979